

INVITATION TO BID

The Town of Dunstable Board of Health will accept SEALED BIDS for the following:
Transfer Station Fence

Furnish and install Transfer Station Fence. Specifications will be available at the Town Hall, 511 Main Street in Dunstable between the hours of 9:00 AM and 3:00 PM, Monday through Friday. Electronic copies can be obtained by requesting at jferrari@dunstable-ma.gov. A site visit is scheduled for October 24, 2015 at 11:00 A.M. at the transfer station on Depot Street. All materials must meet Mass. Highway Department specifications for Highways and Bridges. Wages paid shall not be less than those prescribed by the Department of Labor and Workforce Development in accordance with Mass. General Laws, Chapter 149, Section 25-27D inclusive. SEALED BIDS, clearly marked "**TOWN OF DUNSTABLE, TRANSFER STATION FENCE**", will be received in the office of the Town Administrator, 511 Main Street Dunstable, MA 01827, any time prior to November 10, 2015 at 2:00 p.m. at which time they will be publicly opened and read aloud

The Town of Dunstable reserves the right to waive any informality in bids, and to reject any and all bids if it is deemed to be in the best interest of the town.

SCOPE OF WORK

1. Furnish and install approximately 300 LF 6' 9 gauge galvanized CLF with 2 – 6' x 20' DD Gates on 6 5/8" OD ss 40 Gate Posts.
2. Remove and dispose of existing Fence and Gates.
3. Perform all site work needed to complete the job.

Site Visit scheduled for October 24, 2015 at 11:00 a.m. at the Dunstable Transfer Station located on Depot Street.

BID REQUIREMENTS

GENERAL PROVISIONS

All bids shall include labor rates and must conform to Massachusetts General Laws: Chapter 149, Section 26-27D Department of Labor and Workforce Development. The General Contractor is liable for payment of the prevailing wage. Any discrepancy between prevailing wage and actual wages paid is the responsibility of the General Contractor.

As a minimum, all work shall be performed in compliance with Massachusetts Highway Department Standard Specifications for Highways and Bridges, 1988 as amended.

BID SUBMITTAL

Bids will be received at the Office of the Town Administrator, 511 Main Street, Dunstable, MA 01827 until 2:00 p.m. on November 10, 2015 at which time they will be publicly opened and read aloud.

Each bid shall be submitted in a SEALED ENVELOPE MARKED "**TOWN OF DUNSTABLE, TRANSFER STATION FENCE.**"

The successful bidder must comply with all specifications.

MINIMUM QUALIFICATIONS OF BIDDERS: Bidders shall demonstrate successful construction of a minimum of three (3) specific projects in the past ten (10) years of similar size and complexity of projects in the local area.

Bid Specifications may be obtained at the Board of Health office, 511 Main Street Dunstable, MA, or electronically, preferred, on request.

The Town of Dunstable, reserves the right to waive any informalities in bids, and to reject any and all bids if it is deemed to be in the best interest of the town.

INSTRUCTIONS TO BIDDERS

1.01 BIDDING DOCUMENTS

- A. Instructions to Bidders: This “Instructions to Bidders” contains important information about bidding procedures and is intended to provide guidance and assistance to bidders. This “Instructions to Bidders” does not change or supersede the provisions of M.G.L. Chapter 149, Section 44 A-J or Chapter 30, Section 39M, or any other sections or provisions of Law or the Contract Documents. This “Instructions to Bidders” is not part of the Contract Documents, unless specifically referenced or itemized in the Owner/Contractor Agreement.

1.02 BIDDING REQUIREMENTS

MINIMUM QUALIFICATIONS OF BIDDERS: Bidders shall demonstrate successful construction of a minimum of three (3) specific projects in the past ten (10) years of similar size and complexity of projects in the local area.

- A. Questions, Clarifications and Interpretations: Bidders shall promptly notify the Board of Health of questions, ambiguities, inconsistencies, errors, or omissions which they may discover upon examination of the Contract and Specification documents, the site and local conditions.
1. Written Request Required: Submit written request for clarification and interpretation to the Board of Health by email to jferrari@dunstable-ma.gov
 2. Time Required: Requests for clarifications and interpretations must be received by the Board of Health at least five working days [Saturdays, Sundays, Holidays excluded] prior to the date bids are

1.03 ALTERNATES

There are no alternates for this bid

1.04 CONTRACT TIME

Contract Time: The period for this contract is expected to be completed in 2015 weather permitting. All work must be completed by May 30, 2016. The Board of Health expects the work to begin as soon as practical after issuance of a notice to proceed and expects the work to be completed within the time period as indicated in the Owner/Contractor Agreement.

1.05 CONTRACT AWARD

- A. Bid Opening and Disposition: Bids will be opened in Public and bidders may be present. The Bids of the three lowest qualified bidders may not be withdrawn for thirty days [Saturdays, Sundays and legal holidays excluded] after receipt of bids.
- B. Contract Award: The contract will be awarded within thirty days after receipt of bids [Saturdays, Sundays and legal holidays excluded] to the lowest qualified eligible bidder. No

bid shall be considered accepted until the Agency has issued a written Notice of Award sent by mail or delivered to the address given by the successful bidder on its bid form.

- C. Bids May Be Rejected: The Town reserves the right to waive informalities in any and all bids; to reject any and all bids; to revise the contract documents and re-bid, if it is in the public interest to do so.
- D. Definition of “Lowest Responsible and Eligible Bidder”: The “lowest responsible and eligible bidder” means the bidder whose bid is the lowest of those bidders who demonstrably possess the skill, ability and integrity necessary for faithful performance of the work and who meet the requirements for bidders set forth in M.G.L. 149 Sections 44A-H, 30B and 39M and who are not debarred from bidding under the same and who certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- E. MINIMUM QUALIFICATIONS OF BIDDERS: Bidders shall demonstrate successful construction of a minimum of three (3) specific projects in the past ten (10) years of similar size and complexity of rehabilitation of pipes in the local area.
- F. Performance and References: Past performance shall be a factor in the award of the bid. Examples of this may be poor communication by the contractor which has led to scheduling problems, or lack of follow through with representatives of the contractor which have led to delays or lack of work and or poor performance. At least 3 references related to this type of work shall be submitted with the bid.

GENERAL CONDITIONS

A. WORK EXECUTION REQUIREMENTS

1. Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
2. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
3. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfair person or anyone not skilled in the work assigned to him.
4. All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturers' written or presented directions and instructions unless otherwise indicated in the contract documents.

B. PERMITS AND REGULATIONS

1. Permits and licenses necessary for the work shall be secured and paid for by the Town.
2. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications are at variance therewith, it shall promptly notify the Board of Health in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing or if the Contractor should have known it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Board of Health it shall bear all costs arising there from.

C. PROTECTION

1. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the Town property from injury or loss arising in connection with the contract. It shall make good any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Agency, or due to causes beyond the Contractor's control and not to its fault or negligence. It shall adequately protect adjacent property as provided by law and the contract documents.
2. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. It shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of the public and workmen, and shall post danger signs warning against the hazards created by such features of construction, and it shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents. The Contractor shall report the name and position of any person so designated to the Board of Health.
3. The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of the work and all material and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its subcontractors or subcontractors as well as other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
4. In the event of temporary suspension of work, or during inclement weather, or whenever the Board of Health shall direct, the Contractor shall protect, and shall cause the subcontractors to carefully protect, the Contractor's and subcontractors' work and materials against, damage or injury from the weather. If, in the opinion of the Board of Health any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors so to protect the work, such

materials shall be removed and replaced at the expense of the Contractor.

5. In an emergency affecting the safety of life or of the work or of adjoining property the Contractor is hereby permitted to act at its discretion, to prevent such threatened loss or injury; and it shall so act, without appeal, if so authorized or instructed.

D. ACCESS TO WORK AND TESTING

1. The Board of Health and its representatives shall have access to the construction areas to observe the work at such times so as not to impede the progress of the work or increase any risk to the Contractor.

E. SUPERINTENDENCE AND SUPERVISION BY CONTRACTOR

1. The Contractor shall give efficient supervision to the work, using its best skill and attention. It shall carefully study and compare all specifications and other instructions and shall at once report to the Board of Health any error, inconsistency or omission which it may discover, but it shall not be liable to the Town for any damage resulting from errors or deficiencies in the contract documents or other instructions by the Board of Health unless the Contractor discovered, or should have discovered such error, inconsistency or omission and failed to notify the Board of Health as set forth herein.
2. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract and shall use best efforts not to interfere with the activities of the surrounding area.
3. Unless otherwise provided in the contract documents, the Contractor shall provide, install, connect and pay for all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation and other facilities and service necessary for the proper execution of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

F. CORRECTION OF WORK

1. The Contractor shall promptly remove from the premises all work condemned by the Board of Health as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the contract and without expense to the Town and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
2. If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Board of Health may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days thereafter, the Board of Health may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne

by the Contractor. This remedy shall be in addition to all other remedies of the Board of Health under the contract documents and applicable laws arising as a result of Contractor's breach of this contract.

3. The Contractor shall remedy any defects due to faulty material or workmanship and pay for any damage to other work resulting there from, which shall appear within a period of twelve (12) months from the date of substantial completion as defined in these General Conditions, and in accordance with the terms of any special guarantees provided in the contract. The Board of Health shall give notice in writing of observed defects with reasonable promptness.

G. RIGHT OF THE TRANSFER STATION EMPLOYEES TO DO WORK

If the Contractor should neglect to perform the work properly or fail to perform any provision of the contract, the Board of Health after five (5) days written notice to the Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

H. WITHHOLDING OF PAYMENTS

The Board of Health may withhold the whole or a part of any partial payment to such extent as may be necessary to protect the TOWN from loss on account of:

- a. defective work not remedied;
- b. claims filed or reasonable evidence indicating probable filing of claims;
- c. a reasonable doubt that the contract can be completed for the balance then unpaid;
- d. damage to another contractor; or
- e. failure to carry out the work in accordance with the contract documents.

Withholding of payments shall be in strict compliance with statutory requirements. When the reason for withholding a payment is removed, payment shall be made for the amounts previously withheld.

I. DAMAGES

Should either party to the contract suffer damages because of any wrongful act or neglect or omission of the other party or of anyone employed by it, claim shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the final payment, except in the case of subsequently discovered faulty work or materials.

J. ASSIGNMENT OR SUB-LETTING AS A WHOLE

Neither party to the contract shall assign the contract or sub-let it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to income due to it hereunder, without the previous written consent of the Board of Health.

K. SUBCONTRACTS

1. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Town.

L. EQUALITY OF MATERIALS

1. Where the name of an item, material or manufacturer is mentioned in the specifications, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the specifications as to design, utility, and quality. Final decision shall rest with the Board of Health as to its acceptability (see G.L. c.30, section 39M).
2. Where more than one name of an item, material or manufacturer is mentioned in the specifications, the Contractor shall have the right to use any one so named without further approval as to design, utility and quality.

M. CONTRACTOR'S LIABILITY INSURANCE

1. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - a. Claims under Workmen's Compensation, disability benefit and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness, disease or death of its employees, and claims insured by usual personal injury liability coverage;
 - c. Claims for damage because of bodily injury, sickness, or disease, or death of any person other than employees, and claims insured by usual injury liability coverage; and
 - d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
2. The insurance required by the above sub-paragraph 1 shall be written for not less than the following minimum limits of liability:

- a. Workmen's Compensation: Statutory
Employers' Liability: \$500,000.00
- b. Comprehensive General Liability: Bodily Injury
Each Person/Each Occurrence: \$1,000,000 / \$1,000,000.
Each Occurrence/Aggregate: \$1,000,000 / \$1,000,000.
- c. Comprehensive Automobile Liability: Bodily Injury
Each Person/Each Occurrence: \$500,000 / \$1,000,000.
Each Occurrence/Aggregate: Property Damage
\$1,000,000
- d. Excess Liability: Umbrella Form
\$5,000,000.
- e. The Comprehensive General Liability Insurance Policy (Broad Form) shall include coverage for Premises- Operations, Elevators (if any), Independent Contractors, Products-Completed Operations, liability for damage to property, and for damage to underground pipes and utilities caused by digging with mechanical equipment.
- f. The Comprehensive Automobile Liability Insurance Policy shall be written to include Owned, Hired, and Non-Owned Vehicles and it shall provide Extra Territorial Coverage.

3. The above insurance policies shall also be subject to the following requirements:

- a. Certificates of insurance acceptable to the Dunstable Treasurer shall be addressed to and filed with the Dunstable Treasurer prior to the commencement of the work. Renewal certificates shall be addressed to and filed with both parties at least ten (10) days prior to the expiration date of the required policies. The following shall be listed on the certificates as additional named insured:

The Town Dunstable
511 Main Street
Dunstable Ma 01827

Or other entity

- b. No insurance coverage shall be subject to cancellation without at least fifteen (15) days prior written notice forwarded by registered or certified mail to the Board of Health. Both parties shall also be notified of the attachment of any restrictive amendments to the policies.
- c. All premium costs shall be included in the Contractor's bid.

4. All subcontractors employed by the Contractor shall purchase and maintain liability insurance conforming to the requirements in the above sub-paragraphs 1 through 3, prior to commencing work at the site.

O. CONTRACTOR'S CONTRACTUAL LIABILITY

1. The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of any act, omission, or neglect on the part of the Contractor or of any subcontractors or of anyone directly or indirectly employed by any one of them, or of anyone for whose acts any one of them may be liable in connection with operations under the contract.
2. The Contractor further agrees to indemnify and hold harmless the Town, its agents, employees and representatives, from and against all claims, all damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is:
 - a. attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and
 - b. is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

P. KNOWLEDGE OF AND COMPLIANCE WITH LAWS, ETC.

The Contractor shall keep itself fully informed of all existing and future state and federal laws and municipal by-laws, ordinances, rules, and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the specifications or contract for this work to be in violation of any such law, by-law, ordinance, rule, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Board of Health. It shall, at all times, itself observe and comply with and shall cause all its agents, employees, and subcontractors to observe and comply with all such existing and future laws, by-laws, ordinances, rules, regulations, orders and decrees; and shall protect and indemnify the municipality, and the Town and agents against any claim or liability arising from or based on any violation whether by it or its agents, employees, or subcontractors or any such law, by-law, ordinance, rule, regulation, order or decree.

Q. NOTICE

Any notice required by any of the project documents shall be provided by registered mail or delivery as follows:

To the Town of Dunstable:

Board of Health
511 Main Street
Dunstable Ma 01827

To the Contractor:

OSHA Compliance

The undersigned certifies under pains and penalties of perjury that all work pertaining to this bid is in compliance with M.G.L. c.30. sec. 39S as further described below;

Section 39S. (a) As used in this section the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

(Signature of individual responsible)

(Name of Business)

STATEMENT OF TAX COMPLIANCE/NON-COLLUSION

As required under Chapter 233 and 701 of the Massachusetts Acts and Resolves of 1993, all bidders certify to the following, by signing this page in the space indicated below:

1. The undersigned certifies under the penalties of perjury that his bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word person shall mean any natural business or legal entity.
2. Pursuant to M.G.L. C62C S49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or Federal Tax Identification Number of

Bidder: _____

Date: _____

Name of Company: _____

Business Address: _____

Authorized Signature: _____

Title: _____

CERTIFICATE OF VOTE

I, _____, Clerk of _____, hereby certify that at a meeting of the Board of Directors of said Corporation duly held on date _____, at which a quorum was present (date must be earlier than contract) and voting throughout, the following vote was duly passed and is now in full force and effect:

“VOTED: That _____

(Name of Officer Authorized to Sign for Corporation)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign, seal with corporate seal, execute, acknowledge and deliver all contracts, bonds, and other obligations of this Corporation, the execution of any such contract, bond or obligation by such

(Name of Officer)

to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Dunstable; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Dunstable.”

I further certify that _____, is the duly

(Name of Officer)

elected _____ of said Corporation.

(Title)

Signed: _____

(Clerk-Secretary)

Place of Business: _____

Date of Contract: _____

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the contract or other instrument for the Corporation this certificate must be countersigned by another officer of the Corporation.

BIDDER QUALIFICATION FORM

ARTICLE 1.

This form is part of, and shall be returned with, the BID FORM. Failure to accurately complete and return this form may be the basis for disqualification from consideration of award. Additional, or separate, sheets of paper may be used, if desired by the bidder. Company flyers, marketing materials, promotional write-ups and similar prepackaged materials are not desired and shall not be considered a substitute for this form.

ARTICLE 2.

MINIMUM QUALIFICATIONS OF BIDDERS: Bidders shall demonstrate successful construction of a minimum of three (3) related specific projects in the past ten (10) years of similar size and complexity.

The Contractor shall submit signed documentation that he meets the Minimum Qualifications of Bidders and shall demonstrate his construction experience of rehabilitation of Pipes in the local area by submitting with his bid the following information for each project:

1. Project Name and Location
2. Dates of Construction
3. Contact information for Project Owner or Engineer
4. Cost of Construction
5. Brief narrative of construction elements included in contract. Project 1.

Project Name and Location _____

Dates of Construction _____

Contact Information of Project Owner or Engineer _____

Cost of Construction _____

Brief Narrative of Construction _____

Project 2.

Project Name and Location _____

Dates of Construction_____

Contact Information of Project Owner or Engineer_____

Cost of Construction _____

Brief Narrative of Construction_____

Project 3.

Project Name and Location_____

Dates of Construction_____

Contact Information of Project Owner or Engineer_____

Cost of Construction _____

Brief Narrative of Construction_____

ARTICLE 3.

1. COMPANY NAME _____
2. PERSON COMPLETING THIS FORM _____
3. TITLE OF PERSON COMPLETING THIS FORM _____
4. NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS _____
5. LIST PROJECTS CURRENTLY IN PROGRESS OR COMPLETED WITHIN THE PAST 3 YEARS.

The undersigned certifies that the above information is true and accurate and that the Company submitting this Bid meets the Minimum Qualifications of Bidders.

Signature _____

Printed Name _____

Title _____

Date _____

Company _____

BID FORM

NOTE: THE TOTAL PRICE FOR EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES.
IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

BID ITEM	DESCRIPTION	QUANTITY	TOTAL PRICE
	Approximately 300 LF 6' 9 gauge galvanized CLF with 2-6' x 20' DD Gates on 6 5/8" OD ss 40 Gate Posts. Removal and disposal of existing Fence and Gates. All Site work needed to complete job.	1	

Price in words _____

This offer shall be open to acceptance and is irrevocable for the period noted in the INSTRUCTIONS TO BIDDERS.

If this Bid is accepted by the Owner within the time period stated above, the BIDDER agrees to:

- Execute the Agreement within ten (10) business days of receipt of Notice of Award.
- Complete work after written Notice to Proceed by May 30, 2016.

If this Bid is accepted within the time stated, and we (Bidder) fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our (Bidder) failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

BID FORM SIGNATURE(S)

The Corporate Seal of

(Print the full name of Bidder's Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

(Authorized signing officer)

(Title)

(Corporate Seal)

(Authorized signing officer)

(Title)

(Notary Public)

(Date Commission Expires)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.